had requested the prisoner to accompany him to the police station for investigation but had accused him of no crime and had not threatened to arrest him. The killing of a constable is called a political crime in Russia and may be tried by a special tribunal. The extradition treaty between the British Empire and Russia excludes extradition for offenses of a political character. *Held*, that Manitoba should surrender the prisoner to Russia. *Re Federenko*, 15 West. L. R. 369 (Manitoba, K. B., Oct. 18, 1910). See NOTES, p. 386.

FALSE PRETENSES — DEFENSES — COLLECTING HONEST DEBT BY FALSE PRETENSES. — The defendant falsely represented to the prosecutor that he was sent to buy a cow for a butcher, whose agent he claimed to be. They agreed on a price of twenty-eight dollars, and the defendant led the prosecutor's cow away. Later, instead of paying the money, the defendant presented to the prosecutor a judgment against him for fifty dollars which had been assigned to the defendant. *Held*, that the defendant cannot be convicted of obtaining property by false pretenses. *State* v. *Williams*, 69 S. E. 474 (W. Va.).

To convict for obtaining money or goods by false pretenses, a specific intent to defraud must be proved. *People* v. *Baker*, 96 N. Y. 340. So if the defendant *bonâ fide* believed that he had a right to obtain the money or goods from the prosecutor, the intent to defraud was absent. *Rex* v. *Williams*, 7 C. & P. 354. See *The Queen* v. *Hamilton*, 1 Cox C. C. 244, 247. A misunderstanding of the Williams case has led to the frequent statement of a broad rule that one who by a false pretense procures another to pay a debt already due does not commit this statutory crime because no injury is done. See 2 BISHOP, CRIMINAL LAW, 8 ed., § 466; 2 WHARTON, CRIMINAL LAW, 8 ed., § 1197. This may be true where the debtor intends to pay the debt and knows that he is doing so. *People* v. *Thomas*, 3 Hill (N. Y.) 169; *Commonwealth* v. *Thompson*, 3 Pa. L. J. 250. See *Commonwealth* v. *Leisy*, 1 Pa. Co. Ct. Rep. 50. *Contra*, *Regina* v. *Parkinson*, 41 U. C. Q. B. 545. Certainly in all other cases, of which the principal case is an example, the debtor has been defrauded. *People* v. *Smith*, 5 Parker Cr. Rep. (N. Y.) 490. *Contra*, *State* v. *Hurst*, 11 W. Va. 54. The existence of a debt due the prisoner, however, may be evidence, coupled with other circumstances, from which the jury may find that there was no specific intent to defraud. *People* v. *Getchell*, 6 Mich. 496; *Commonwealth* v. *McDuffy*, 126 Mass. 467. *Contra*, *People* v. *Smith*, *supra*. But *cf.* *People* v. *Griffin*, 2 Barb. (N. Y.) 427.

HUSBAND AND WIFE — PRIVILEGES AND DISABILITIES OF COVERTURE — STRICT CONSTRUCTION OF STATUTE GIVING SEPARATE RIGHTS. — The plaintiff sued her husband for assault and battery, under a statute declaring that married women may sue for the recovery, security, or protection of their property, and for torts committed against them, as fully and freely as if they were unmarried. *Held*, (three judges dissenting) that the plaintiff cannot recover. *Thompson* v. *Thompson*, 218 U. S. 611.

Several courts have reached a like result under similar statutes. *Freethy* v. *Freethy*, 42 Barb. (N. Y.) 641; *Peters* v. *Peters*, 42 Ia. 182. Under the same type of acts, however, a wife may successfully sue her husband for the recovery of property. *Wood* v. *Wood*, 83 N. Y. 575. See *Carney* v. *Gleissner*, 62 Wis. 493. Other courts allow her to acquire title against him by adverse possession. *Union Oil Co.* v. *Stewart*, 110 Pac. 313 (Cal.); *McPherson* v. *McPherson*, 75 Neb. 830. The difficulty is often stated to be more than procedural, and to involve the unity of person resulting from marriage. *Phillips* v. *Barnet*, 1 Q. B. D. 436. But this objection has been largely abrogated by statute. *Southwick* v. *Southwick*, 49 N. Y. 510; *Burkett* v. *Burkett*, 78 Cal. 310. Another frequent ground of the decisions is public policy: that the sanctity of the home would be undermined and the breach kept open by allowing an action.

Longendyke v. *Longendyke*, 44 Barb. (N. Y.) 366. The obvious answer is that the breach might never have occurred had an action been imminent. In the face of the words of the statute the decision seems a severe application of the rule that statutes in derogation of the common law are to be strictly construed.

INSURANCE — NATURE AND INCIDENTS OF INSURANCE CONTRACTS — WHEN RIGHT OF ACTION FOR REVOCATION ACCRUES. — The defendant company wrongfully cancelled a policy of insurance on the life of A. After A's death, three years later, suit was brought on the policy. *Held*, that the action lies. *Baumann* v. *Metropolitan Life Ins. Co.*, 128 N. W. 864 (Wis.).

The confusion in the decisions on the effect of repudiation by the insurer upon the insured's right of action on the policy is illustrated by several cases following a company's attempted reduction in the face of its outstanding policies. Massachusetts, which denies the theory of anticipatory breach of contract, held that no action lay until after the death of the insured. *Porter* v. *American Legion of Honor*, 183 Mass. 326; *Newhall* v. *American Legion of Honor*, 181 Mass. 111. New York, unmindful of the anticipatory breach doctrine there followed, also denied legal relief during the life of the insured. *Langan* v. *American Legion of Honor*, 174 N. Y. 266. An earlier case permitting immediate recovery was overlooked. *Fischer* v. *Hope Mutual Life Ins. Co.*, 69 N. Y. 161. New Jersey, however, held this to be an anticipatory breach and allowed recovery at once. *O'Neill* v. *American Legion of Honor*, 70 N. J. L. 410. An immediate action, founded on an actual and not on an anticipatory breach, should be given. The peculiar nature of life insurance contracts necessitates co-operation on the part of the insurer; a contract by the company to accept premiums is implied in fact in every case. Hence repudiation and refusal of premiums is a present breach, giving rise to an action for damages for the loss of the whole contract and starting the running of the Statute of Limitations. WILLISTON'S WALD'S POLLOCK, CONTRACTS, 362–364.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — LIABILITY OF INITIAL CARRIER. — The Carmack Amendment provides that in interstate shipments the initial carrier shall issue a bill of lading for the goods and "be liable to the lawful holder thereof for any loss, damage or injury to such property caused by it or by any common carrier, railroad or transportation company to which such property may be delivered or over whose line or lines such property may pass," notwithstanding any stipulation to the contrary, and gives the initial carrier an action of indemnity against the one on whose line the loss occurs. An interstate shipment was made, by the terms of which the receiving railroad, the defendant, was to be liable only for loss upon its own rails. The goods were lost by a connecting carrier. The shipper sued the initial carrier. *Held*, that the act is constitutional and the plaintiff may recover. *Atlantic Coast Line R. Co.* v. *Riverside Mills*, U. S. Sup. Ct., Jan. 3, 1911.

The difficulty of placing the responsibility for the loss and the frequent necessity of suing in a distant jurisdiction put the shipper at a disadvantage and often drive him to accept unfavorable settlements. A remedy is here sought under the Commerce clause. *Gibbons* v. *Ogden*, 9 Wheat. (U. S.) 1, 196. See 20 HARV. L. REV. 481. The facts of the principal case do not raise, and the court refrains from considering, the difficult question presented by a situation where this statute would seemingly force the first railroad to accept as a potential debtor any connecting line the shipper may designate, without regard to the inclination of the first, or the solvency of the connecting carrier. As a matter of statutory construction, it is at least arguable that this should have been considered. See *The Employers' Liability Cases*, 207 U. S. 463, 501.

INTERSTATE COMMERCE — CONTROL BY STATES — POLICE POWER. — A state statute was construed as prohibiting any limitation of liability for a